

5/11/98
3:58
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FILED

MAY 11 1998

AT 8:30
WILLIAM T. WALSH
CLERK

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

WALSH SECURITIES, INC.,

Plaintiff,

v.

CRISTO PROPERTY MANAGEMENT,
LTD., A/K/A G.J.L. LIMITED, DEK
HOMES OF NEW JERSEY, INC.,
OAKWOOD PROPERTIES INC.,
NATIONAL HOME FUNDING, INC.,
CAPITAL ASSETS PROPERTY
MANAGEMENT & INVESTMENT CO.,
INC., CAPITAL ASSETS PROPERTY
MANAGEMENT, L.L.C., WILLIAM J.
KANE, GARY GRIESER, ROBERT
SKOWRENSKI, II, RICHARD CALANNI,
RICHARD DIBENEDETTO, JAMES R.
BROWN, THOMAS BRODO, ROLAND J.
PIERSON, STANLEY YACKER, ESQ.,
MICHAEL ALFIERI, ESQ., RICHARD
PEPSNY, ESQ., ANTHONY M.
CICALESE, ESQ., LAWRENCE M.
CUZZI, ANTHONY D'APOLITO, DAP
CONSULTING, INC., COMMONWEALTH
LAND TITLE INSURANCE COMPANY,
NATIONS TITLE INSURANCE OF NEW
YORK INC., FIDELITY NATIONAL
TITLE INSURANCE COMPANY OF NEW
YORK, and COASTAL TITLE AGENCY,

Defendants.

Civil Action No. CV 97-3496 (WGB)

Hon. William G. Bassler

**ANSWER AND AFFIRMATIVE
DEFENSES TO THE COUNTERCLAIM
OF DEFENDANT COASTAL TITLE
AGENCY**

ANSWER TO DEFENDANT'S COUNTERCLAIM

Plaintiff, Walsh Securities, Inc. ("Walsh"), having its principal place of business at 4 Campus Drive, Parsippany, New Jersey, by way of answer to the Counterclaim of Defendant Coastal Title Agency ("Coastal"), says:

1. This paragraph summarizes the crossclaimant/counterclaimant's answer to Walsh's complaint to which no response is required.

2. Admitted.

3. After reasonable investigation, Walsh does not have knowledge regarding the allegations and leaves Defendant Coastal to its proofs.

4. After reasonable investigation, Walsh does not have knowledge regarding the allegations and leaves Defendant Coastal to its proofs.

5. After reasonable investigation, Walsh does not have knowledge regarding the allegations and leaves Defendant Coastal to its proofs.

6. After reasonable investigation, Walsh does not have knowledge regarding the allegations and leaves Defendant Coastal to its proofs.

7. Denied as to Walsh except that Walsh admits receiving some communication from Coastal. After reasonable investigation, Walsh does not have knowledge regarding the remaining allegations and leaves Defendant Coastal to its proofs.

8. After reasonable investigation, Walsh does not have knowledge regarding the allegations and leaves Defendant Coastal to its proofs.

9. Denied, except that Walsh admits receiving some communications from Coastal.

10. Denied as to Walsh. After reasonable investigation, Walsh does not have knowledge regarding the remaining allegations and leaves Defendant Coastal to its proofs.

11. Denied as to Walsh. After reasonable investigation, Walsh does not have knowledge regarding the remaining allegations and leaves Defendant Coastal to its proofs.

12. Denied as to Walsh. After reasonable investigation, Walsh does not have knowledge regarding the remaining allegations and leaves Defendant Coastal to its proofs.

13. Admitted.

14. This allegation was unintelligible and no response can be given.

15. Denied as to Walsh. After reasonable investigation, Walsh does not have knowledge regarding the remaining allegations and leaves Defendant Coastal to its proofs.

FIRST COUNT

16. Walsh repeats each and every answer to the allegations contained in Paragraphs 1 through 15 above as if set forth fully herein.

17. Denied.

18. Denied.

WHEREFORE, Walsh Securities, Inc. demands judgment dismissing Count One of the Counterclaim of Defendant Coastal Title Agency.

SECOND COUNT

19. Walsh repeats each and every answer to the allegations contained in Paragraphs 1 through 18 above as if set forth fully herein.

20-25. Walsh makes no answer to the allegations contained in paragraphs 20 through 25 of the Second Count because said allegations are not directed against Walsh.

THIRD COUNT

26. Walsh repeats each and every answer to the allegations contained in Paragraphs 1 through 26 above as if set forth fully herein.

27.-32. Walsh makes no answer to the allegations contained in paragraphs 27 through 32 of the Third Count because said allegations are not directed against Walsh.

FOURTH COUNT

33. Walsh repeats each and every answer to the allegations contained in Paragraphs 1 through 32 above as if set forth fully herein.

32-38. Walsh makes no answer to the allegations contained in paragraphs 34 through 38 of the Fourth Count because said allegations are not directed against Walsh.

FIFTH COUNT

39. Walsh repeats each and every answer to the allegations contained in Paragraphs 1 through 38 above as if set forth fully herein.

40.-46 Walsh makes no answer to the allegations contained in paragraphs 39 through 46 of the Fifth Count because said allegations are not directed against Walsh.

SIXTH COUNT

47. Walsh repeats each and every answer to the allegations contained in Paragraphs 1 through 46 above as if set forth fully herein.

48. Walsh makes no answer to the allegations contained in paragraph 48 of the Sixth Count because said allegations are not directed against Walsh.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Each and every Count of Defendant's Counterclaim fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Insofar as Defendant purports to state claims for misrepresentation and fraud, the allegations in Defendant's Counterclaims lack the particularity required by Fed. R. Civ. P. 9(b).

THIRD AFFIRMATIVE DEFENSE

Defendants' Counterclaims are barred, in whole or in part, by the applicable statutes of limitations.

FOURTH AFFIRMATIVE DEFENSE

Defendants' Counterclaims are barred, in whole or in part, by the equitable doctrine of laches.

FIFTH AFFIRMATIVE DEFENSE

Defendants' Counterclaims are barred, in whole or in part, by the equitable doctrine of waiver.

SIXTH AFFIRMATIVE DEFENSE

Defendants' Counterclaims are barred, in whole or in part, by the equitable doctrine of estoppel.

SEVENTH AFFIRMATIVE DEFENSE

Defendants' Counterclaims are barred, in whole or in part, by the equitable doctrine of unclean hands.

EIGHTH AFFIRMATIVE DEFENSE

Defendant has no authority or standing to bring this suit.

NINTH AFFIRMATIVE DEFENSE

To the extent that Defendant has sustained any injuries, such injuries, if any, were caused, in whole or in part, by the acts or omissions of others for whose conduct Walsh is not responsible.

TENTH AFFIRMATIVE DEFENSE

Walsh had no knowledge of, and was not a culpable participant in, any violations of any laws.

ELEVENTH AFFIRMATIVE DEFENSE

Walsh acted in good faith and did not directly or indirectly induce the act or acts complained of by the Defendant.

TWELFTH AFFIRMATIVE DEFENSE

Walsh violated no legal duty owed to Defendant.

THIRTEENTH AFFIRMATIVE DEFENSE

Walsh's conduct is not the cause of any injury or damages allegedly suffered by Defendant.

FOURTEENTH AFFIRMATIVE DEFENSE

Defendant was contributorily negligent, and such negligence was the proximate, efficient, and contributing cause of his damages.

FIFTEENTH AFFIRMATIVE DEFENSE

Walsh hereby gives notice that it intends to rely upon any other defense that may become available or appear during the discovery proceedings in this case and hereby reserves its right to amend its answer to assert other related defenses as may become available.

WHEREFORE, Plaintiff Walsh Securities, Inc. seeks judgment dismissing the counterclaim of defendant Coastal Title Insurance, against Walsh and for interest, costs, attorney fees and other relief this Court deems to be just and equitable.

Dated: May 8, 1998

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By: 
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Walsh Securities, Inc. v. Cristo Property Management
Civil Action No. 97-3496 (WGB)
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CERTIFICATION OF SERVICE

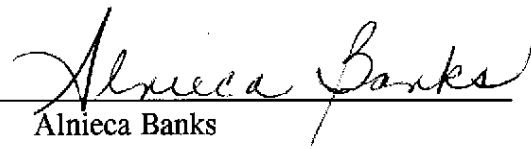
I hereby certify that today I caused an original and two copies of Plaintiff Walsh Securities, Inc.'s Answer and Affirmative Defenses to the Counterclaim of Defendant Coastal Title Agency to be served via hand delivery upon:

William T. Walsh, Clerk
United States District Court
Dr. M.L. King, Jr. Fed. Bldg. & Cthse
50 Walnut Street - P.O. Box 999
Newark, New Jersey 07101-0999

I further certify that on this date I also caused one copy of the aforementioned documents to be served upon All Counsel/Pro Se on the attached service list via regular mail.

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By: _____


Alnieca Banks
Paralegal

Dated: May 11, 1998